



## IMAGE-FLEX AGREEMENT

Agreement No.

**CUSTOMER** (hereinafter referred to as "You" or "Your")

Full Legal Name

The Village of Wilmette

Address

City

State

Zip

1200 Wilmette

Wilmette

Illinois

60091

**SUPPLIER** (Supplier is not Owner's Agent nor is Supplier authorized to waive or alter any term or condition of this Agreement)

Name

City

State

Des Plaines Office Equipment

Elk Grove Village

Illinois

**TERMS AND CONDITIONS**

PLEASE READ CAREFULLY BEFORE SIGNING

Quantity	Type, Make, Model Number and included accessories	Serial No.
1	Sharp MX-7040N with finisher and three hole punch	

**EQUIPMENT LOCATION**

City

State

County

**SCHEDULE OF USAGE PAYMENTS**

Monthly Volume Allowance	Term	Minimum Monthly Usage Payment	Excess Per Image Charge
B&W Images <u>0</u>			B&W: <u>.006</u>
Color Images <u>0</u>	60 Months	\$ <u>445.27</u> (plus tax)	Color: <u>.049</u> (plus tax)

Documentation Fee: \$60.00

**ADDITIONAL PROVISIONS**

- IMAGE-FLEX AGREEMENT.** Subject to the terms of this Image-Flex Agreement ("Agreement"), Owner ("also referred to as "We", "Us" and "Our") agrees to provide to Customer (also referred to as "You" or "Your"), and You agree to use under this Agreement, the equipment described above ("Equipment"). This Agreement contains the entire agreement between You and Us and no modifications of this Agreement shall be effective unless in writing and signed by both parties.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When You receive the Equipment, You agree to inspect it and verify by telephone or in writing such information as We may require. You hereby authorize Us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, signature date, and Your name. **ONCE YOU SIGN THIS AGREEMENT AND WE ACCEPT IT, THIS AGREEMENT WILL BE NON-CANCELABLE FOR THE FULL AGREEMENT TERM.**
- GOVERNING LAW, CONSENT TO JURISDICTION AND VENUE OF LITIGATION.** This Agreement and each Schedule shall be governed by the Internal laws for the state in which Owner's or Owner's assignee's principal corporate offices are located. **IF THIS AGREEMENT IS ASSIGNED BY US, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT IN THE COUNTY WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAW OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE ANY RIGHT TO TRANSFER VENUE. BOTH PARTIES WAIVE THEIR RIGHT TO A TRIAL BY JURY.**
- ORIGINAL/FACSIMILE SIGNATURE/SECOND PAGE.** The original of this Agreement shall be that copy which bears a facsimile or original of Your signature and which bears Our original signature. **BY SIGNING THIS PAGE, YOU ACKNOWLEDGE THAT YOU RECEIVED AND HAVE READ THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT.**
- TITLE.** We own the Equipment and all proprietary software We install on it. We are not responsible for the obligations of the licensor of any third-party software included with the Equipment or any limitations under such third-party license(s). Except as provided in this paragraph, all references to "Equipment" in this Agreement includes the Software.

THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY US. THE PERSON SIGNING BELOW ON BEHALF OF CUSTOMER CERTIFIES THAT ALL ACTIONS REQUIRED BY CUSTOMER TO AUTHORIZE CUSTOMER'S EXECUTION OF THIS AGREEMENT HAVE BEEN TAKEN AND THAT SUCH PERSON HAS AUTHORITY TO SIGN THIS AGREEMENT.

OWNER: DPOE IMAGE-FLEX, INC.

CUSTOMER: (as stated above)

By:

Date Accepted:

7/30/13

By: X

Signature

Date:

7-15-2013

Print Name &amp; Title:

Chip Miceli President

Print Name &amp; Title:

Stephan Lazarus  
Procurement Specialist**UNCONDITIONAL GUARANTY TO OWNER**

In consideration of Owner entering into the above Agreement in reliance on this Guaranty, the undersigned, jointly and severally if more than one, unconditionally and irrevocably guarantee(s) to Owner and to any assignee of Owner, the prompt payment and performance of all of Customer's obligations under the above Agreement and all existing and future Agreements between Owner and Customer. The undersigned agree(s): (a) that this is a guarantee of payment and not of collection and that Owner or its assignee may proceed directly against the undersigned without disposing of any security or seeking to collect from Customer; (b) all defenses and notices, including those of protest, presentment and demand are waived; (c) that Owner may extend or otherwise change the terms of the Agreement without notice to the undersigned; and (d) to pay all of Owner's costs of enforcement and collection. This guarantee survives the bankruptcy of the Customer and binds the undersigned's administrators, successors and assigns. **IF THE ABOVE AGREEMENT IS ASSIGNED BY OWNER, THE UNDERSIGNED AGREE(S) THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS GUARANTY WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT IN THE COUNTY WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAW OF THAT STATE. THE UNDERSIGNED HEREBY CONSENT(S) TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE(S) ANY RIGHT TO TRANSFER VENUE. EACH OF THE UNDERSIGNED WAIVES ANY RIGHT TO A TRIAL BY JURY.**

X

Individually

X

Individually

6. **IMAGE CHARGES.** Payments are due monthly, beginning the date the Equipment is delivered to You or any later date designated by Us and continuing on the same day of each following month until fully paid. Your Minimum Monthly Usage Payment obligation shown on the front of this Agreement is unconditional. In return for the Minimum Monthly Usage Payment, You are entitled to use the applicable Monthly Volume Allowance shown on the front of this Agreement each month. If You use more than the Monthly Volume Allowance in any month, You will pay Us an additional charge equal to the number of additional metered images multiplied by the applicable Excess Per Image Charge. Notwithstanding any adjustment, You will never pay less than the Minimum Monthly Usage Payment. You agree to provide Us, or the Supplier, with the actual meter readings on any business day of each month as designated by Us, provided that We may estimate the number of images used if such meter readings are not received by Us within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Per Image Charges are based on Supplier's estimated average page coverage, that being 6% page coverage for black and white images and 20% for color images. These percentages are based on 8.5" x 11" images. You agree that We may proportionately increase your Per Image Charges at any time if the Supplier's estimated average page coverage is exceeded in any month during the term of this Agreement. In addition to the foregoing, You agree that effective on each/any anniversary of this Agreement, We may annually increase both the Minimum Monthly Usage Payment and the Excess Per Image Charge by amounts determined in Our discretion. We may charge You a reasonable fee to cover documentation and investigation costs. You may not pay off this Agreement prior to the end of the Agreement term without our consent and We may charge You, in addition to the other amounts owed under this Agreement, an early termination fee equal to five percent (5%) of the manufacturer's original suggested retail price for the Equipment.
7. **USAGE REPORTING.** Accurate usage billing under this Agreement is based upon Us obtaining accurate monthly usage readings through Our efficient and electronic usage collection, FleetView Remote Monitoring System. Access to install on this software on Your network must be granted. You agree that usage may be accessed and reported in this manner.
8. **USE AND MAINTENANCE.** You acknowledge that DPOE has agreed to provide full service maintenance during normal business hours, including all toner, developer and parts necessary to produce images, provided you must purchase copier paper and staples separately. You acknowledge that only DPOE or the manufacturer is responsible for service, repair, maintenance or warranty of the Equipment. You agree to pay DPOE for service and maintenance provided outside of DPOE's normal business hours and for service required by your negligence or misuse of the Equipment, both at DPOE's customary rates. You agree to use the Equipment for business purposes only. You may modify the Equipment only with Our prior written consent.
9. **EQUIPMENT LOCATION AND INSPECTION.** You will not move the Equipment from its location noted in this Agreement without Our prior written consent. We have the right to enter the premises where the Equipment is located, in order to confirm the existence, condition and proper maintenance of the Equipment. If You take the Equipment out of service while having a third party pay, or provide funds to pay, the payments due hereunder, the Agreement shall be considered terminated early, and You will be subject to the early termination fee above.
10. **END OF TERM.** At the end of term, and upon at least sixty (60) but not more than ninety (90) days written notice to Us, You shall return all the Equipment, including software, to wherever We direct within the continental United States, with all manuals and logs, in good order and working condition (except for ordinary wear and tear from normal use) packed per the shipping company's specification and pay an inspection, restocking and handling fee of \$100.00. If this does not occur, this Agreement will renew for an additional twelve months and You shall pay Us the same Minimum Monthly Usage Payments, Excess Per Image Charges and other charges as applied during the term.
11. **LOSS OR DAMAGE.** You assume and bear the risk of loss or damage to the Equipment. If the Equipment is lost or damaged, You agree to replace or repair the Equipment and to continue to pay all Minimum Monthly Usage Payments.
12. **INSURANCE.** You agree: (a) to keep the Equipment fully insured against loss at its replacement cost, with Us named as loss payee; (b) to maintain comprehensive public liability insurance acceptable to Us; (c) to provide proof of insurance satisfactory to Us no later than thirty (30) days following the commencement of this Agreement, and thereafter upon Our written request; (d) if You fail to obtain and maintain property loss insurance satisfactory to Us and/or You fail to provide proof of such insurance to Us within thirty (30) days of the commencement of the Agreement, We have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of Our choosing in such forms and amounts as We deem reasonable to protect Our interests; (e) if We place insurance on the Equipment, We will not name You as an insured and Your interests may not be fully protected; (f) if We secure insurance on the Equipment, You will pay Us an amount for the premium which may be higher than the premium that You would pay if You placed the insurance independently and may result in a profit to Us through an investment in reinsurance. Any insurance proceeds received will be applied, at Our option, (i) to repair, restore or replace the Equipment, or (ii) to pay Us the remaining balance of the Agreement plus Our estimated residual value, both discounted at 6% per year.
13. **INDEMNITY.** We are not responsible for, and You agree to indemnify Us and hold Us harmless from, any claim, loss or damages, including attorney fees, in any way relating to or connected with a defect in, or the use, possession or existence of the Equipment.
14. **TAXES.** You agree that, in addition to You paying any applicable sales or use taxes under this Agreement, you will also pay to Us as additional usage payments an amount equal to any personal property taxes, use taxes, ad valorem taxes, or other governmental taxes or fees of any kind which are assessed against Us or which are paid by Us with respect to the Equipment or this Agreement.
15. **NET AGREEMENT.** YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL MINIMUM MONTHLY USAGE PAYMENTS AND OTHER AMOUNTS DUE FOR THE ENTIRE AGREEMENT TERM OF THIS AGREEMENT. YOU ARE NOT ENTITLED, FOR ANY REASON, TO REDUCE, OR ASSERT A SET-OFF AGAINST, ANY MINIMUM MONTHLY USAGE PAYMENTS (OR OTHER AMOUNTS) PAYABLE TO US UNDER THIS AGREEMENT.
16. **NO WARRANTIES FROM OWNER'S ASSIGNEE.** OUR ASSIGNEE HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER. All warranties shall be from DPOE or the Equipment manufacturer and You will contact DPOE or the manufacturer for a description of Your warranty rights. Provided You are not in default under this Agreement, You may enforce all warranty rights directly against DPOE or the manufacturer of the Equipment, as applicable. If an interest in this Agreement is assigned by DPOE, You agree to settle any dispute You may have regarding performance or maintenance of the Equipment directly with DPOE or the Equipment manufacturer.
17. **DELINQUENT AMOUNTS AND ADVANCES.** In the event that We advance payments of any kind to preserve the Equipment, You will promptly reimburse us the amount(s) advanced. If any usage payments or other sums required to be paid by You under this Agreement are not paid when due, such overdue amounts will accrue interest, from the due date until paid, at the lower of one and one half percent (1.5%) per month or the highest rate allowed by applicable law. In addition, You will pay Us a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, whichever is less. Late charges will be due and payable with the next monthly usage payment due. *three (3%)*
18. **DEFAULT AND REMEDIES.** Any of the following events or conditions will constitute a default hereunder: (a) You fail to pay any sum due Us within ten (10) days after the due date thereof; (b) You fail to observe or perform any other term, covenant or condition of this Agreement and such failure continues for ten (10) days following the receipt of written notice from Us; (c) the filing by or against You of a petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors; (d) the voluntary or involuntary making of an assignment of a substantial portion of Your assets by You for the benefit of creditors, appointment of a receiver or trustee for You or for Your assets, commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Your affairs, or You cease doing business as a going concern; (e) any representation or warranty made by You herein or in any document delivered by You in connection herewith will prove to have been misleading in any material respect when made; or (f) You are in default under any other contract with Us. Upon the occurrence of an event of default, We may, at Our option, require You (i) to then pay as liquidated damages, and not as a penalty, the present value, discounted at a rate of 6% per annum, of the remaining scheduled Minimum Monthly Usage Payments plus Our estimated residual value, and (ii) regardless of whether such amounts are paid, to return the Equipment. We may use any other remedies available to Us under applicable law, such as holding You liable for the difference between the remaining unpaid Minimum Monthly Usage Payments and the fair market value of the Equipment. Although You agree that We have no obligation to sell the Equipment, if We do sell the Equipment, We will reduce the amount You owe by what We receive. These remedies will be applied, to the extent allowed by law, cumulatively. In addition, You agree to pay Us all costs and expenses, including attorney's fees, incurred by Us in exercising or attempting to exercise any of Our rights or remedies, plus interest at the highest lawful rate on all amounts owing until paid. If this Agreement is deemed to create a security interest, remedies will include those available under Article 9 of the uniform commercial code (UCC). A waiver of default shall not be construed as a waiver of any other or subsequent default. In the hands of Our assignee, this Agreement shall be treated as an agreement of the type described in Section 2A-103(1)(L) of the UCC.
19. **ASSIGNMENT.** You have no right to sell, assign or sublease the Equipment or this Agreement. WE MAY SELL OR ASSIGN THIS AGREEMENT OR OUR RIGHTS IN THE EQUIPMENT, IN WHOLE OR IN PART, TO A THIRD PARTY WITHOUT NOTICE TO YOU. YOU AGREE THAT IF WE SELL OR ASSIGN AN INTEREST IN THIS AGREEMENT, THE ASSIGNEE WILL HAVE OUR RIGHTS, BUT WILL NOT HAVE OUR OBLIGATIONS, AND YOU AGREE THAT SUCH ASSIGNEE WILL NOT BE SUBJECT TO ANY CLAIM, DEFENSE OR SET-OFF THAT YOU COULD ASSERT AGAINST US OR ANY THIRD PARTY.
20. **MISCELLANEOUS.** If a court finds any provision of this Agreement to be unenforceable, the remaining terms of this Agreement shall remain in effect. All of Your written notices to Us must be sent by certified mail. Notwithstanding terms and conditions contained in any purchase order relating to the Equipment, the terms and conditions of this Agreement will prevail. We shall not be liable for any incidental or consequential damages.
21. **CUSTOMER WAIVERS.** To the extent permitted by law, You waive all rights and remedies You would have under Article 2A (Sections 507-522) of the Uniform Commercial Code, including but not limited to Your rights to: (i) cancel or repudiate the Agreement; and (ii) reject or revoke acceptance of the Equipment. Any action You take against Us for any default, including breach of warranty or indemnity, must be started within one (1) year after the event which caused it. We will not be liable for specific performance of this Agreement or for any losses, damages, delay or failure to deliver the Equipment. You authorize Us to file at any time a UCC financing statement evidencing Our interest in the Equipment.



## IMAGE-FLEX AGREEMENT

Agreement No.

<b>CUSTOMER</b> (hereinafter referred to as "You" or "Your")				
Full Legal Name The Village of Wilmette				
Address		City	State	Zip
1200 Wilmette		Wilmette	Illinois	60091
<b>SUPPLIER</b> (Supplier is not Owner's Agent nor is Supplier authorized to waive or alter any term or condition of this Agreement)				
Name		City	State	
Des Plaines Office Equipment		Elk Grove Village	Illinois	
<b>TERMS AND CONDITIONS</b> PLEASE READ CAREFULLY BEFORE SIGNING				
Quantity	Type, Make, Model Number and included accessories			Serial No.
1	Sharp MX-7040N with finisher three hole punch and fax kit			
<b>EQUIPMENT LOCATION</b>				
		City	State	County
<b>SCHEDULE OF USAGE PAYMENTS</b>				
Monthly Volume Allowance		Term	Minimum Monthly Usage Payment	
B&W Images 0		60 Months	\$ 466.27 (plus tax)	
Color Images 0				
			Excess Per Image Charge	
			B&W	Color
			.006 (plus tax)	.049 (plus tax)
Documentation Fee: \$69.50				
<b>ADDITIONAL PROVISIONS</b>				
<p>1. IMAGE-FLEX AGREEMENT. Subject to the terms of this Image-Flex Agreement ("Agreement"), Owner ("also referred to as "We", "Us" and "Our") agree to provide to Customer (also referred to as "You" or "Your"), and You agree to use under this Agreement, the equipment described above ("Equipment"). This Agreement contains the entire agreement between You and Us and no modifications of this Agreement shall be effective unless in writing and signed by both parties.</p> <p>2. DELIVERY AND ACCEPTANCE OF EQUIPMENT. Acceptance of the Equipment occurs upon delivery. When You receive the Equipment, You agree to inspect it and verify by telephone or in writing such information as We may require. You hereby authorize Us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, signature date, and Your name. ONCE YOU SIGN THIS AGREEMENT AND WE ACCEPT IT, THIS AGREEMENT WILL BE NON-CANCELABLE FOR THE FULL AGREEMENT TERM.</p> <p>3. GOVERNING LAW, CONSENT TO JURISDICTION AND VENUE OF LITIGATION. This Agreement and each Schedule shall be governed by the internal laws for the state in which Owner's or Owner's assignee's principal corporate offices are located. IF THIS AGREEMENT IS ASSIGNED BY US, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT IN THE COUNTY WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAW OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE ANY RIGHT TO TRANSFER VENUE. BOTH PARTIES WAIVE THEIR RIGHT TO A TRIAL BY JURY.</p> <p>4. ORIGINAL/FACSIMILE SIGNATURE/SECOND PAGE. The original of this Agreement shall be that copy which bears a facsimile or original of Your signature and which bears Our original signature. BY SIGNING THIS PAGE, YOU ACKNOWLEDGE THAT YOU RECEIVED AND HAVE READ THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT.</p> <p>5. TITLE. We own the Equipment and all proprietary software We install on it. We are not responsible for the obligations of the licensor of any third-party software included with the Equipment or any limitations under such third-party license(s). Except as provided in this paragraph, all references to "Equipment" in this Agreement includes the Software.</p> <p>THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY US. THE PERSON SIGNING BELOW ON BEHALF OF CUSTOMER CERTIFIES THAT ALL ACTIONS REQUIRED BY CUSTOMER TO AUTHORIZE CUSTOMER'S EXECUTION OF THIS AGREEMENT HAVE BEEN TAKEN AND THAT SUCH PERSON HAS AUTHORITY TO SIGN THIS AGREEMENT.</p> <p>OWNER: DPOE IMAGE-FLEX, INC.</p> <p>By: <u>Chip Miceli</u> Date Accepted: <u>7/30/13</u> By: X <u>Stephan Lazarus</u> Date: <u>7-15-2013</u></p> <p>Signature Signature</p> <p>Print Name &amp; Title: <u>Chip Miceli President</u> Print Name &amp; Title: <u>Stephan Lazarus Procurement Specialist</u></p> <p><b>UNCONDITIONAL GUARANTY TO OWNER</b></p> <p>In consideration of Owner entering into the above Agreement in reliance on this Guaranty, the undersigned, jointly and severally if more than one, unconditionally and irrevocably guarantee(s) to Owner and to any assignee of Owner, the prompt payment and performance of all of Customer's obligations under the above Agreement and all existing and future Agreements between Owner and Customer. The undersigned agree(s): (a) that this is a guarantee of payment and not of collection and that Owner or its assignee may proceed directly against the undersigned without disposing of any security or seeking to collect from Customer; (b) all defenses and notices, including those of protest, presentment and demand are waived; (c) that Owner may extend or otherwise change the terms of the Agreement without notice to the undersigned; and (d) to pay all of Owner's costs of enforcement and collection. This guarantee survives the bankruptcy of the Customer and binds the undersigned's administrators, successors and assigns. IF THE ABOVE AGREEMENT IS ASSIGNED BY OWNER, THE UNDERSIGNED AGREE(S) THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS GUARANTY WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT IN THE COUNTY WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAW OF THAT STATE. THE UNDERSIGNED HEREBY CONSENT(S) TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE(S) ANY RIGHT TO TRANSFER VENUE. EACH OF THE UNDERSIGNED WAIVES ANY RIGHT TO A TRIAL BY JURY.</p> <p>X _____, Individually X _____, Individually</p>				

6. **IMAGE CHARGES.** Payments are due monthly, beginning the date the Equipment is delivered to You or any later date designated by Us and continuing on the same day of each following month until fully paid. Your Minimum Monthly Usage Payment obligation shown on the front of this Agreement is unconditional. In return for the Minimum Monthly Usage Payment, You are entitled to use the applicable Monthly Volume Allowance shown on the front of this Agreement each month. If You use more than the Monthly Volume Allowance in any month, You will pay Us an additional charge equal to the number of additional metered images multiplied by the applicable Excess Per Image Charge. Notwithstanding any adjustment, You will never pay less than the Minimum Monthly Usage Payment. You agree to provide Us, or the Supplier, with the actual meter readings on any business day of each month as designated by Us, provided that We may estimate the number of images used if such meter readings are not received by Us within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Per Image Charges are based on Supplier's estimated average page coverage, that being 6% page coverage for black and white images and 20% for color images. These percentages are based on 8.5" x 11" images. You agree that We may proportionately increase your Per Image Charges at any time if the Supplier's estimated average page coverage is exceeded in any month during the term of this Agreement. In addition to the foregoing, You agree that effective on each/any anniversary of this Agreement, We may annually increase both the Minimum Monthly Usage Payment and the Excess Per Image Charge by amounts determined in Our discretion. We may charge You a reasonable fee to cover documentation and investigation costs. You may not pay off this Agreement prior to the end of the Agreement term without our consent and We may charge You, in addition to the other amounts owed under this Agreement, an early termination fee equal to five percent (5%) of the manufacturer's original suggested retail price for the Equipment.
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10. **END OF TERM.** At the end of term, and upon at least sixty (60) but not more than ninety (90) days written notice to Us, You shall return all the Equipment, including software, to wherever We direct within the continental United States, with all manuals and logs, in good order and working condition (except for ordinary wear and tear from normal use) packed per the shipping company's specification and pay an inspection, restocking and handling fee of \$100.00. If this does not occur, this Agreement will renew for an additional twelve months and You shall pay Us the same Minimum Monthly Usage Payments, Excess Per Image Charges and other charges as applied during the term.
11. **LOSS OR DAMAGE.** You assume and bear the risk of loss or damage to the Equipment. If the Equipment is lost or damaged, You agree to replace or repair the Equipment and to continue to pay all Minimum Monthly Usage Payments.
12. **INSURANCE.** You agree: (a) to keep the Equipment fully insured against loss at its replacement cost, with Us named as loss payee; (b) to maintain comprehensive public liability insurance acceptable to Us; (c) to provide proof of insurance satisfactory to Us no later than thirty (30) days following the commencement of this Agreement, and thereafter upon Our written request; (d) if You fail to obtain and maintain property loss insurance satisfactory to Us and/or You fail to provide proof of such insurance to Us within thirty (30) days of the commencement of the Agreement, We have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of Our choosing in such forms and amounts as We deem reasonable to protect Our interests; (e) if We place insurance on the Equipment, We will not name You as an insured and Your interests may not be fully protected; (f) if We secure insurance on the Equipment, You will pay Us an amount for the premium which may be higher than the premium that You would pay if You placed the insurance independently and may result in a profit to Us through an investment in reinsurance. Any insurance proceeds received will be applied, at Our option, (i) to repair, restore or replace the Equipment, or (ii) to pay Us the remaining balance of the Agreement plus Our estimated residual value, both discounted at 6% per year.
13. **INDEMNITY.** We are not responsible for, and You agree to indemnify Us and hold Us harmless from, any claim, loss or damages, including attorney fees, in any way relating to or connected with a defect in, or the use, possession or existence of the Equipment.
14. **TAXES.** You agree that, in addition to You paying any applicable sales or use taxes under this Agreement, you will also pay to Us as additional usage payments an amount equal to any personal property taxes, use taxes, ad valorem taxes, or other governmental taxes or fees of any kind which are assessed against Us or which are paid by Us with respect to the Equipment or this Agreement.
15. **NET AGREEMENT.** YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL MINIMUM MONTHLY USAGE PAYMENTS AND OTHER AMOUNTS DUE FOR THE ENTIRE AGREEMENT TERM OF THIS AGREEMENT. YOU ARE NOT ENTITLED, FOR ANY REASON, TO REDUCE, OR ASSERT A SET-OFF AGAINST, ANY MINIMUM MONTHLY USAGE PAYMENTS (OR OTHER AMOUNTS) PAYABLE TO US UNDER THIS AGREEMENT.
16. **NO WARRANTIES FROM OWNER'S ASSIGNEE.** OUR ASSIGNEE HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER. All warranties shall be from DPOE or the Equipment manufacturer and You will contact DPOE or the manufacturer for a description of Your warranty rights. Provided You are not in default under this Agreement, You may enforce all warranty rights directly against DPOE or the manufacturer of the Equipment, as applicable. If an interest in this Agreement is assigned by DPOE, You agree to settle any dispute You may have regarding performance or maintenance of the Equipment directly with DPOE or the Equipment manufacturer.
17. **DELINQUENT AMOUNTS AND ADVANCES.** In the event that We advance payments of any kind to preserve the Equipment, You will promptly reimburse us the amount(s) advanced. If any usage payments or other sums required to be paid by You under this Agreement are not paid when due, such overdue amounts will accrue interest, from the due date until paid, at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law. In addition, You will pay Us a "late charge" equal to: (1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00) or (2) the highest lawful charge, whichever is less. Late charges will be due and payable with the next monthly usage payment due.
18. **DEFAULT AND REMEDIES.** Any of the following events or conditions will constitute a default hereunder: (a) You fail to pay any sum due Us within ten (10) days after the due date thereof; (b) You fail to observe or perform any other term, covenant or condition of this Agreement and such failure continues for ten (10) days following the receipt of written notice from Us; (c) the filing by or against You of a petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors; (d) the voluntary or involuntary making of an assignment of a substantial portion of Your assets by You for the benefit of creditors, appointment of a receiver or trustee for You or for Your assets, commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Your affairs, or You cease doing business as a going concern; (e) any representation or warranty made by You herein or in any document delivered by You in connection herewith will prove to have been misleading in any material respect when made; or (f) You are in default under any other contract with Us. Upon the occurrence of an event of default, We may, at Our option, require You (i) to then pay as liquidated damages, and not as a penalty, the present value, discounted at a rate of 6% per annum, of the remaining scheduled Minimum Monthly Usage Payments plus Our estimated residual value, and (ii) regardless of whether such amounts are paid, to return the Equipment. We may use any other remedies available to Us under applicable law, such as holding You liable for the difference between the remaining unpaid Minimum Monthly Usage Payments and the fair market value of the Equipment. Although You agree that We have no obligation to sell the Equipment, if We do sell the Equipment, We will reduce the amount You owe by what We receive. These remedies will be applied, to the extent allowed by law, cumulatively. In addition, You agree to pay Us all costs and expenses, including attorney's fees, incurred by Us, in exercising or attempting to exercise any of Our rights or remedies, plus interest at the highest lawful rate on all amounts owing until paid. If this Agreement is deemed to create a security interest, remedies will include those available under Article 9 of the uniform commercial code (UCC). A waiver of default shall not be construed as a waiver of any other or subsequent default. In the hands of Our assignee, this Agreement shall be treated as an agreement of the type described in Section 2A-103(1)(L) of the UCC.
19. **ASSIGNMENT.** You have no right to sell, assign or sublease the Equipment or this Agreement. WE MAY SELL OR ASSIGN THIS AGREEMENT OR OUR RIGHTS IN THE EQUIPMENT, IN WHOLE OR IN PART, TO A THIRD PARTY WITHOUT NOTICE TO YOU. YOU AGREE THAT IF WE SELL OR ASSIGN AN INTEREST IN THIS AGREEMENT, THE ASSIGNEE WILL HAVE OUR RIGHTS, BUT WILL NOT HAVE OUR OBLIGATIONS, AND YOU AGREE THAT SUCH ASSIGNEE WILL NOT BE SUBJECT TO ANY CLAIM, DEFENSE OR SET-OFF THAT YOU COULD ASSERT AGAINST US OR ANY THIRD PARTY.
20. **MISCELLANEOUS.** If a court finds any provision of this Agreement to be unenforceable, the remaining terms of this Agreement shall remain in effect. All of Your written notices to Us must be sent by certified mail. Notwithstanding terms and conditions contained in any purchase order relating to the Equipment, the terms and conditions of this Agreement will prevail. We shall not be liable for any incidental or consequential damages.
21. **CUSTOMER WAIVERS.** To the extent permitted by law, You waive all rights and remedies You would have under Article 2A (Sections 567-522) of the Uniform Commercial Code, including but not limited to Your rights to: (i) cancel or repudiate the Agreement; and (ii) reject or revoke acceptance of the Equipment. Any action You take against Us for any default, including breach of warranty or indemnity, must be started within one (1) year after the event which caused it. We will not be liable for specific performance of this Agreement or for any losses, damages, delay or failure to deliver the Equipment. You authorize Us to file at any time a UCC financing statement evidencing Our interest in the Equipment.



Public Works

## IMAGE-FLEX AGREEMENT

Agreement No.

<b>CUSTOMER</b> (hereinafter referred to as "You" or "Your")														
Full Legal Name <b>Wilmette Public Works</b>														
Address <b>711 Laramie</b>		City <b>Wilmette</b>	State <b>Illinois</b>	Zip <b>60091</b>										
<b>SUPPLIER</b> (Supplier is not Owner's Agent nor is Supplier authorized to waive or alter any term or condition of this Agreement)														
Name <b>Des Plaines Office Equipment</b>		City <b>Elk Grove Village</b>	State <b>Illinois</b>											
<b>TERMS AND CONDITIONS PLEASE READ CAREFULLY BEFORE SIGNING</b>														
Quantity	Type, Make, Model Number and included accessories			Serial No.										
1	Sharp MX-5500N													
<b>EQUIPMENT LOCATION</b>														
		City	State	County										
<b>SCHEDULE OF USAGE PAYMENTS</b>														
Monthly Volume Allowance		Term	Minimum Monthly Usage Payment	Excess Per Image Charge										
B&W Images	0	60 Months	\$ 255.50 (plus tax)	B&W .0085 (plus tax)										
Color Images	0			Color .06 (plus tax)										
<b>ADDITIONAL PROVISIONS</b>														
<p>1. <b>IMAGE-FLEX AGREEMENT.</b> Subject to the terms of this Image-Flex Agreement ("Agreement"), Owner ("also referred to as "We", "Us" and "Our") agrees to provide to Customer (also referred to as "You" or "Your"), and You agree to use under this Agreement, the equipment described above ("Equipment"). This Agreement contains the entire agreement between You and Us and no modifications of this Agreement shall be effective unless in writing and signed by the parties.</p> <p>2. <b>DELIVERY AND ACCEPTANCE OF EQUIPMENT.</b> Acceptance of the Equipment occurs upon delivery. When You receive the Equipment, You agree to inspect it and verify by telephone or in writing such information as We may require. You hereby authorize Us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, signature date, and Your name. <b>ONCE YOU SIGN THIS AGREEMENT AND WE ACCEPT IT, THIS AGREEMENT WILL BE NON-CANCELABLE FOR THE FULL AGREEMENT TERM.</b></p> <p>3. <b>GOVERNING LAW, CONSENT TO JURISDICTION AND VENUE OF LITIGATION.</b> This Agreement and each Schedule shall be governed by the internal laws for the state in which Owner's or Owner's assignee's principal corporate offices are located. <b>IF THIS AGREEMENT IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAW OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.</b></p> <p>4. <b>ORIGINAL/FACSIMILE SIGNATURE/SECOND PAGE.</b> The original of this Agreement shall be that copy which bears a facsimile or original of Your signature and which bears Our original signature. <b>BY SIGNING THIS PAGE, YOU ACKNOWLEDGE THAT YOU RECEIVED AND HAVE READ THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT.</b></p> <p>5. <b>TITLE.</b> We are the owner of the Equipment. We are not responsible for the obligations owed by the licensor of any software included with the Equipment under any License Agreement for the software. If You properly exercise the purchase option, if any, for the Equipment, You understand that We would not be able to transfer software rights to You. Except as provided in this paragraph, all references to "Equipment" in this Agreement includes the Software.</p> <p>THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THIS SIDE AND ON THE REVERSE SIDE, ALL OF WHICH PERTAIN TO THIS AGREEMENT AND WHICH YOU ACKNOWLEDGE HAVING READ. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY US. YOU CERTIFY ALL ACTIONS REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT, INCLUDING YOUR AUTHORITY, HAVE BEEN FULFILLED.</p> <p><b>OWNER: Office Equipment Leasing</b></p> <p>By: _____ Date Accepted: _____</p> <p>Signature _____</p> <p>Print Name &amp; Title: _____</p> <p><b>CUSTOMER: (As Stated Above)</b></p> <p>By: X <u>Peter Skiles</u> Date: <u>8/31/09</u></p> <p>Signature _____</p> <p>Print Name &amp; Title: <u>Director of IS - Peter Skiles</u></p> <tr><td colspan="5"><b>UNCONDITIONAL GUARANTY TO OWNER</b></td></tr> <tr><td colspan="5"><p>In consideration of Owner entering into the above Agreement in reliance on this Guaranty, the undersigned, jointly and severally, unconditionally and irrevocably guarantee to Owner and to any assignee of Owner, the prompt payment and performance of all of Customer's obligations under the above Agreement and all existing and future Agreements between Owner and Customer. The undersigned agree(s): (a) that this is a guarantee of payment and not of collection and that Owner or its assignee may proceed directly against the undersigned without disposing of any security or seeking to collect from Customer; (b) to waive all defenses and notices, including those of protest, presentment and demand; (c) that Owner may extend or otherwise change the terms of the Agreement without notice to the undersigned; and (d) to pay all of Owner's costs of enforcement and collection. This guarantee survives the bankruptcy of the Customer and binds the undersigned's administrators, successors and assigns. <b>IF THE ABOVE AGREEMENT IS ASSIGNED BY OWNER, THE UNDERSIGNED AGREE(S) THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS GUARANTY WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEAD QUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAW OF THAT STATE. THE UNDERSIGNED HEREBY CONSENT(S) TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE(S) ANY RIGHT TO TRANSFER VENUE. EACH OF THE UNDERSIGNED WAIVES ANY RIGHT TO A TRIAL BY JURY.</b></p><p>X _____, Individually X _____, Individually</p></td></tr>					<b>UNCONDITIONAL GUARANTY TO OWNER</b>					<p>In consideration of Owner entering into the above Agreement in reliance on this Guaranty, the undersigned, jointly and severally, unconditionally and irrevocably guarantee to Owner and to any assignee of Owner, the prompt payment and performance of all of Customer's obligations under the above Agreement and all existing and future Agreements between Owner and Customer. 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<b>UNCONDITIONAL GUARANTY TO OWNER</b>														
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Village of Wilmette – Additions to the "Additional Provisions" section of the Image-Flex Agreement.

6. PERFORMANCE CANCELLATION: Contract may be cancelled at the Village's discretion if equipment does not maintain a 90% uptime over a three-month running average.
7. MAINTENANCE RESPONSE TIME: The response time to all maintenance service calls will not exceed four (4) hours average. For the purpose of calculating the response time average, business hours shall be Monday through Friday, 8 a.m. to 5 p.m.
8. PERFORMANCE: If The Village of Wilmette determines DPOE is not meeting its contractual requirements, including those set forth in sections 1 and 2 above, the Village of Wilmette will send the vendor a 60 day cure notice based on accepted standards, outlining those specific activities the vendor must undertake in order to remain in compliance with the terms and conditions mutually agreed upon with The Village of Wilmette.
9. TERMINATION FOR PERFORMANCE: The Village may terminate the lease for poor performance. Upon a notice to cure performance, the vendor will have sixty (60) days to comply with performance targets.

Accepted by

Date

Chap/hoil  
8/31/09

Pete Q. Shultz  
8/31/2009



Police

## IMAGE-FLEX AGREEMENT

Agreement No.

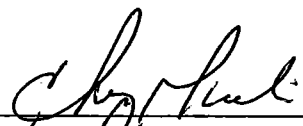
<b>CUSTOMER</b> (hereinafter referred to as "You" or "Your")											
Full Legal Name <b>Wilmette Police Department</b>											
Address <b>710 Ridge Rd.</b>		City <b>Wilmette</b>	State <b>Illinois</b>								
		Zip <b>60091</b>									
<b>SUPPLIER</b> (Supplier is not Owner's Agent nor is Supplier authorized to waive or alter any term or condition of this Agreement)											
Name <b>Des Plaines Office Equipment</b>		City <b>Elk Grove Village</b>	State <b>Illinois</b>								
<b>TERMS AND CONDITIONS</b> PLEASE READ CAREFULLY BEFORE SIGNING											
Quantity	Type, Make, Model Number and included accessories	Serial No.									
1	Sharp MX-5500N										
<b>EQUIPMENT LOCATION</b>											
		City	State								
		County									
<b>SCHEDULE OF USAGE PAYMENTS</b>											
Monthly Volume Allowance		Term	Minimum Monthly Usage Payment								
B&W Images <u>0</u>		<u>60</u> Months	Excess Per Image Charge								
Color Images <u>0</u>											
		\$ <u>255.50</u> (plus tax)	<u>.06</u> (plus tax)								
<b>ADDITIONAL PROVISIONS</b>											
<p>1. <b>IMAGE-FLEX AGREEMENT.</b> Subject to the terms of this Image-Flex Agreement ("Agreement"), Owner ("also referred to as "We", "Us" and "Our") agrees to provide to Customer (also referred to as "You" or "Your"), and You agree to use under this Agreement, the equipment described above ("Equipment"). This Agreement contains the entire agreement between You and Us and no modifications of this Agreement shall be effective unless in writing and signed by the parties.</p> <p>2. <b>DELIVERY AND ACCEPTANCE OF EQUIPMENT.</b> Acceptance of the Equipment occurs upon delivery. When You receive the Equipment, You agree to inspect it and verify by telephone or in writing such information as We may require. You hereby authorize Us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, signature date, and Your name. <b>ONCE YOU SIGN THIS AGREEMENT AND WE ACCEPT IT, THIS AGREEMENT WILL BE NON-CANCELABLE FOR THE FULL AGREEMENT TERM.</b></p> <p>3. <b>GOVERNING LAW, CONSENT TO JURISDICTION AND VENUE OF LITIGATION.</b> This Agreement and each Schedule shall be governed by the internal laws for the state in which Owner's or Owner's assignee's principal corporate offices are located. <b>IF THIS AGREEMENT IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAW OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. 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Except as provided in this paragraph, all references to "Equipment" in this Agreement includes the Software.</p> <p>THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THIS SIDE AND ON THE REVERSE SIDE, ALL OF WHICH PERTAIN TO THIS AGREEMENT AND WHICH YOU ACKNOWLEDGE HAVING READ. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY US. YOU CERTIFY ALL ACTIONS REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT, INCLUDING YOUR AUTHORITY, HAVE BEEN FULFILLED.</p> <p><b>OWNER: Office Equipment Leasing</b></p> <p>By: _____ Date Accepted: _____</p> <p>Signature _____</p> <p>Print Name &amp; Title: _____</p> <p><b>CUSTOMER: (As Stated Above)</b></p> <p>By: X <u>Pete Skiles</u> Date: <u>9/31/09</u></p> <p>Signature _____</p> <p>Print Name &amp; Title: <u>Pete Skiles Director of IS</u></p> <tr><td colspan="4"><b>UNCONDITIONAL GUARANTY TO OWNER</b></td></tr> <tr><td colspan="4"><p>In consideration of Owner entering into the above Agreement in reliance on this Guaranty, the undersigned, jointly and severally, unconditionally and irrevocably guarantee to Owner and to any assignee of Owner, the prompt payment and performance of all of Customer's obligations under the above Agreement and all existing and future Agreements between Owner and Customer. The undersigned agree(s): (a) that this is a guarantee of payment and not of collection and that Owner or its assignee may proceed directly against the undersigned without disposing of any security or seeking to collect from Customer; (b) to waive all defenses and notices, including those of protest, presentment and demand; (c) that Owner may extend or otherwise change the terms of the Agreement without notice to the undersigned; and (d) to pay all of Owner's costs of enforcement and collection. This guarantee survives the bankruptcy of the Customer and binds the undersigned's administrators, successors and assigns. <b>IF THE ABOVE AGREEMENT IS ASSIGNED BY OWNER, THE UNDERSIGNED AGREE(S) THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS GUARANTY WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEAD QUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAW OF THAT STATE. 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Village of Wilmette – Additions to the "Additional Provisions" section of the Image-Flex Agreement.

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9. TERMINATION FOR PERFORMANCE: The Village may terminate the lease for poor performance. Upon a notice to cure performance, the vendor will have sixty (60) days to comply with performance targets.

Accepted by

Date

  
8/31/09



8/31/09





## IMAGE-FLEX AGREEMENT

Agreement No.

CUSTOMER (hereinafter referred to as "You" or "Your")

Full Legal Name

Village of Wilmette

Address

City

State

Zip

1200 Wilmette 1304 Lake Fire #26 Wilmette Illinois 60091

SUPPLIER (Supplier is not Owner's Agent nor is Supplier authorized to waive or alter any term or condition of this Agreement)

Name

City

State

Des Plaines Office Equipment

Elk Grove Village

Illinois

## TERMS AND CONDITIONS

## PLEASE READ CAREFULLY BEFORE SIGNING

Quantity	Type, Make, Model Number and included accessories	Serial No.
1	Sharp MX-5500N	75002491

## EQUIPMENT LOCATION

City

State

County

## SCHEDULE OF USAGE PAYMENTS

Monthly Volume Allowance	Term	Minimum Monthly Usage Payment	Excess Per Image Charge
B&W Images 0	60	\$ 255.50	B&W .0055
Color Images 0	Months	(plus tax)	Color .06
			(plus tax)

## ADDITIONAL PROVISIONS

- IMAGE-FLEX AGREEMENT.** Subject to the terms of this Image-Flex Agreement ("Agreement"), Owner ("also referred to as "We", "Us" and "Our") agrees to provide to Customer (also referred to as "You" or "Your"), and You agree to use under this Agreement, the equipment described above ("Equipment"). This Agreement contains the entire agreement between You and Us and no modifications of this Agreement shall be effective unless in writing and signed by the parties.
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OWNER: Office Equipment Leasing

CUSTOMER: (As Stated Above)

By:

Date Accepted:

By: X

Date:

Signature

Signature

Print Name &amp; Title:

Print Name &amp; Title:

## UNCONDITIONAL GUARANTY TO OWNER

In consideration of Owner entering into the above Agreement in reliance on this Guaranty, the undersigned, jointly and severally, unconditionally and irrevocably guarantee to Owner and to any assignee of Owner, the prompt payment and performance of all of Customer's obligations under the above Agreement and all existing and future Agreements between Owner and Customer. The undersigned agree(s): (a) that this is a guarantee of payment and not of collection and that Owner or its assignee may proceed directly against the undersigned without disposing of any security or seeking to collect from Customer; (b) to waive all defenses and notices, including those of protest, presentment and demand; (c) that Owner may extend or otherwise change the terms of the Agreement without notice to the undersigned; and (d) to pay all of Owner's costs of enforcement and collection. This guarantee survives the bankruptcy of the Customer and binds the undersigned's administrators, successors and assigns. **IF THE ABOVE AGREEMENT IS ASSIGNED BY OWNER, THE UNDERSIGNED AGREE(S) THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS GUARANTY WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAW OF THAT STATE. THE UNDERSIGNED HEREBY CONSENT(S) TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE(S) ANY RIGHT TO TRANSFER VENUE. EACH OF THE UNDERSIGNED WAIVES ANY RIGHT TO A TRIAL BY JURY.**

X , Individually

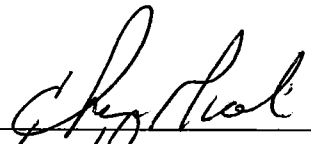
X , Individually

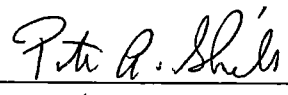
Village of Wilmette – Additions to the “Additional Provisions” section of the Image-Flex Agreement.

6. PERFORMANCE CANCELLATION: Contract may be cancelled at the Village’s discretion if equipment does not maintain a 90% uptime over a three-month running average.
7. MAINTENANCE RESPONSE TIME: The response time to all maintenance service calls will not exceed four (4) hours average. For the purpose of calculating the response time average, business hours shall be Monday through Friday, 8 a.m. to 5 p.m.
8. PERFORMANCE: If The Village of Wilmette determines DPOE is not meeting its contractual requirements, including those set forth in sections 1 and 2 above, the Village of Wilmette will send the vendor a 60 day cure notice based on accepted standards, outlining those specific activities the vendor must undertake in order to remain in compliance with the terms and conditions mutually agreed upon with The Village of Wilmette.
9. TERMINATION FOR PERFORMANCE: The Village may terminate the lease for poor performance. Upon a notice to cure performance, the vendor will have sixty (60) days to comply with performance targets.

Accepted by

Date

  
8/31/09

  
8/31/09